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MARGER JOHNSON & MCCOLLOM, P.C. - NOVELL			LY, CHEYNE D	
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PORTLAND, OR 97204			2168	

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Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

10/626,097

Applicant(s)

TAYSOM, PAUL JAMES

Examiner

Cheyne D. Ly

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 11 September 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 17-24,26-33,44-46,48-51 and 54-71 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 17-24,26-32,44-46,48-51 and 54-71 is/are rejected.
- 7) ☒ Claim(s) 33,56 and 64 is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

1. Applicants' arguments filed September 11, 2006 have been fully considered but they are not deemed to be persuasive. Rejections and/or objections not reiterated from previous office actions are hereby withdrawn, as necessitate by claim amendments. The following rejections and/or objections are newly applied, as necessitate by claim amendments. They constitute the complete set presently being applied to the instant application.
2. The addition of claims 54-71 has been entered.
3. Claims 17-24, 26-33, 44-46, 48-51, and 54-71 are examined on the merits.

OBJECTION

4. Claim 56 and 64 are objected to because of the limitation of "an add" in line 5. The limitation has been interpreted as "an addition" from hereon. Appropriate correction is required.
5. The specification is objected to because of the term "contact" recited page 5, line 24. It is advised that Applicant amend the term to "contract."
6. Claim 33 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

Claim Rejections - 35 USC § 112

7. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

8. Claims 55-59, 63-67, and 71 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. NEW MATTER.

9. Claim 55, lines 3-4, recites "the first action includes a dissociation of the contract object from the second object and a delete of the contract object" wherein said limitation has not been found in the instant specification. It is noted that page 8, lines 3-6, describes "collection 205 is being deleted...", however, said disclosure does not provide written support for the new limitation of "a dissociation of the contract object from the second object and a delete of the contract object." The same issue is present in claim 63.

10. Claim 56, line 5, recites "an add[ition] of an association from the third object to the contract object" wherein said limitation has not been found in the instant specification. It is noted that the instant specification describes the "move event" (page 7, line 24, to page 8, line 2), however, said disclosure does provide written support for the new limitation. The same issue is present in claim 64.

11. Claims 57-59 recite the "associating a third rule with the contract object, the third rule including a third event that can occur to the first object and a third action" which has not been found in the instant specification. It is noted that the specification describes "three possible events..." (page 8, lines 23-24), however, said disclosure does provide written support for the new limitation. The same issue is present in claims 64-67.

12. Claim 71 recites the limitations of “first spreadsheet object” and “second spreadsheet object” wherein said limitations have not been found in the specification.

CLAIM REJECTIONS - 35 USC § 102

13. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

14. Claims 17, 18, 20, 26, 31, 44, 45, 50, 51, 55, 60, 61, 63, and 68-70 are rejected under 35 U.S.C. 102(a) as being anticipated by Gorur et al. (April 2003) (Gorur hereafter).

15. The instant rejection has been necessitated by claim amendments.

16. In regard to claim 17, Gorur discloses a computer-implemented method for using a contract object (page 4, ([0051])), comprising:

Identifying first object (Figure 2, Item 202, and page 4, [0051]);

Identifying second object (Figure 2, Item 220, and page 4, [0051]);

Determining a relationship (page 4, [0051], especially, “details the relationships between contracts 210, contract system object group (CSOG)...”) between the first object and the second object;

using the contract object to represent the relationship between the first object and the second object (Figure 2, in its entirety);

associating a first rule with the contract object (page 5, [0073], especially, “rules 230 are also associated with contract object) the first rule including a first event that can occur to the first object and a first action (page 5, [0075]);

receiving the first event (page 5, [0075], especially, “entering or exiting”);
accessing the first rule associated with the contract object (page 5, [0076]); and
updating at least one of the contract object and the second object according to the first
action responsive to the first event (page 6, [0081], especially, “modify the status of a
contract...assess the full impact of the change on other contracts...All parties [second
object] can then be notified automatically of the changes using predefined rules...”).

17. In regard to claims 18 and 20, Gorur discloses the method comprising:

Identifying a first objection includes identifying a plurality of first objects (Figure 2,
especially, Items 222, 224, 226, and 228);

Determining a relationship includes determining a plurality of relationships between each
of the first objects and the second object (page 6, [0081, especially, “the
interrelationships between contracts and contract participants”); and

Using the contract object includes using a plurality of contract objects to represent the
plurality of relationships between the plurality of first objects and the second object (page
6, [0081, especially, “the interrelationships between contracts and contract participants”).

18. In regard to claim 26, Gorur discloses associating a second rule with the contract object,
the second rule including a second event that can occur to the second object and a second
action (page 4, [0050], “rules can be defined to produce an action upon the satisfaction of a
condition...in the context of an event, such as entering or exiting” and “added or moved”).

19. In regard to claim 31, Gorur discloses the method comprising recording an entry in a
transaction log, the entry recording the use of the contract object (Figure 2, Item 240, page 2,

[0034], especially, “a persistent dialog that records the communications...”, and page 5,

[0074], especially, “dialog 240 includes Entry Person, Date Time, and Message attributes”).

20. In regard to claim 55, Gorur discloses the first event includes a delete event (page 2,

[0033], especially, “contract deleted state”); and the first action includes a disassociation of the contract object from the second object and a delete of the contract object (page 3, [0037],

especially, “A participant to the contract can also be deleted...either the provider or the sole customer has been deleted...”).

21. In regard to claim 60, Gorur discloses

receiving the second event (page 4, [0050], “added or moved”);

accessing the second rule associated with the contract object (page 4, [0050], “rules can be defined to produce an action upon the satisfaction of a condition...in the context of an event, such as entering or exiting”); and

updating at least one of the contract object and the first object according to the second action responsive to the second event (page 4, [0050], “a rule can be defined such that all contract participants are alerted when contract state machine 100 changes state...a participant is notified when they are added or removed as the provider or customer of a contract.”

22. In regard to claim 61, as cited above, Gorur discloses rules as applied to the plurality of events. Therefore, the alerting when the contract state machine changes state as correspond to the added or removed event as been interpreted as “selecting the second rule from a plurality of rules based receiving the second event occurring to the second object” (participants).

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23. In regard to claims 44, 45, 50, 51, 63, and 68-70, Gorur discloses the computer readable medium (claim 30) for implementing the above cited method.

Claim Rejections - 35 USC § 103

24. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

25. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

26. Claims 19, 21-24, 27-30, 32, 46, 48, and 49 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (April 2003) (Gorur hereafter) as applied to claims 17, 18, 20, 26, 31, 44, 45, 50, 51, 55, 60, 61, 63, and 68-70 above, and further in view of Yin et al. (US 2002/0091539) (Yin hereafter).

MOTIVATION TO COMBINE

27. Yin describes "need exists for a method and a system to over come the...short coming of the prior art contract management system and provide a centralized contract system...a multilateral environment" (page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur

describes an “invention relates generally to enterprise management, and more specifically to a system and method for improving collaboration between entities in a work environment” (page 1, [0006]). Therefore, one of ordinary skill at the time of the invention would have been motivated by Gorur to improve the contract management Yin to overcome the short coming of the prior systems.

PRIOR ART

28. In regard to claims 19, 21, and 46, Gorur describes all the limitations of said claims except for the limitations “each contract object represents the relationship between exactly one of the plurality of first objects and the second object.” Yin describes each contract object represents the relationship between exactly one of the plurality of first objects and the second object (Figure 9, especially, Contract class, ProviderAccountId (FK), ConsumerAccountID (FK), and ParentContractId(FK)) wherein the schema of Figure 9 represents the mapping between the contract object and the first and second objects. Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the contract management system of Gorur with mapping described by Yin to overcome the short coming of the prior systems.

29. In regard to claims 22, 23, 28-30, 48, and 49, Gorur describes all the limitations of said claims except for the limitations of locators and identifiers. Yin describes a Contract Object comprising locators and identifiers (Figure 9, especially, Contract class, ProviderAccountId (FK), ConsumerAccountID (FK), and ParentContractId(FK)). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use

the contract management system of Gorur with the locators and identifiers described by Yin to overcome the short coming of the prior systems.

30. In regard to claim 24, Gorur describes all the limitations of said claims except for the limitations “storing a metadata for the first object in the contract object” Yin describes “storing a metadata for the first object in the contract object” (page 3, [0023], especially, “associates multiple sets of metadata elements...”, page 3, [0026], especially, “Partners add contracts, contract metadata...”, and Figure 12, especially, “CONTRACT METADATA”). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the contract management system of Gorur with the contract metadata described by Yin to overcome the short coming of the prior systems.

31. In regard to claim 27, Gorur describes all the limitations of said claims. Further, Gorur describes a collection objection (page 4, [0055], especially, “the assignment of entire groups of users to activities and rules”, and [0061], especially, “Summary tasks are similar to projects as they represent a collection of smaller activities”). However, Gorur does not describe the limitation “a file object”. Yin describes a file object (page 12, [0233], especially, logical object containing the file name). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the contract management system of Gorur with a file object as described by Yin to overcome the short coming of the prior systems.

32. In regard to claim 32, since the claim does not set forth any steps involved in the method as to “using the entry...” is actually practiced. Therefore, the limitation has been interpreted

reasonably broad. Gorur describes “the persistent dialog can therefore represent an archive record of the contract negotiation process” (page 4, lines 1-4) wherein the dialog comprise “Entry Person, Date Time, and Message attributes” (page 5, [0074]). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use persistent dialog of Gorur to reconstruct a contract object to overcome the short coming of the prior systems as described by Yin.

33. Claims 54 and 62 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (April 2003) (Gorur hereafter) in view of Yin et al. (US 2002/0091539) (Yin hereafter) as applied to claims 17-24, 2-32, 44-46, 48-51, 55, 60, 61, 63, and 68-70 above, and further in view of Kulkarni (1995).

MOTIVATION TO COMBINE

34. Yin describes “need exists for a method and a system to over come the...short coming of the prior art contract management system and provide a centralized contract system...a multilateral environment” (page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur describes an “invention relates generally to enterprise management, and more specifically to a system and method for improving collaboration between entities in a work environment” (page 1, [0006]). While, a new approach to flexibility in system software (Abstract etc.) wherein contract objects are key to the new approach (page 54, section 4.1.1.5). Therefore, one of ordinary skill at the time of the invention would have been motivated by Gorur to improve the contract management Yin to overcome the short coming of the prior systems by applying the new approach of Kulkarni.

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PRIOR ART

35. In regard to claims 54 and 62, Gorur in view of Yin describe the limitations of said claims. Further, Yin describes “a clause type is selected...equipment update clause...” (page 13, [0245]) wherein “the metadata for association can include contract clauses...” (page 11, [0193]). However, Gorur in view of Yin does not describe the limitation of a rename event. Kulkarni describes a rename event such rename a file (page 85, Table 5.1). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the rename event of Kulkarni to overcome the short coming of the prior systems as described by Yin in view of Gorur.

CONCLUSION

36. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

37. A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

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38. Patent applicants with problems or questions regarding electronic images that can be viewed in the Patent Application Information Retrieval system (PAIR) can now contact the USPTO's Patent Electronic Business Center (Patent EBC) for assistance. Representatives are available to answer your questions daily from 6 am to midnight (EST). The toll free number is (866) 217-9197. When calling please have your application serial or patent number, the type of document you are having an image problem with, the number of pages and the specific nature of the problem. The Patent Electronic Business Center will notify applicants of the resolution of the problem within 5-7 business days. Applicants can also check PAIR to confirm that the problem has been corrected. The USPTO's Patent Electronic Business Center is a complete service center supporting all patent business on the Internet. The USPTO's PAIR system provides Internet-based access to patent application status and history information. It also enables applicants to view the scanned images of their own application file folder(s) as well as general patent information available to the public.

39. For all other customer support, please call the USPTO Call Center (UCC) at 800-786-9199. The USPTO's official fax number is 571-272-8300.

40. Any inquiry concerning this communication or earlier communications from the examiner should be directed to C. Dune Ly, whose telephone number is (571) 272-0716. The examiner can normally be reached on Monday-Friday from 8 A.M. to 4 P.M.

41. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tim Vo, can be reached on (571) 272-3642.

C. Dune Ly /cdl
Patent Examiner
11/23/06



TIM VO
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 2100